

HomeSaver PAYMENT FORBEARANCE AGREEMENT

Investor Loan

Forbearance Agreement Effective Date: 7/19/2009

Borrower ("I"):

Servicer ("Servicer"): BAC Home Loans Servicing, LP

Date of first Lien Security Instrument ("Mortgage") and Note ("Note"): 6/01/2007

Loan Number:

Property Address ("Property"):

The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Servicer, the Servicer will send me a fully executed copy of this Agreement. This Agreement will not take effect unless and until both I and the Servicer sign it and Servicer provides me with a copy of this Agreement with the Servicer's signature.

1. My Representations. I certify, represent to Servicer and agree:

- A. I am unable to afford my Mortgage payments and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the scheduled monthly Mortgage payments under my Loan Documents now or in the near future;
- B. The occupancy status of the Property is as indicated below (circle most appropriate option):
 - a. I live in the Property as my principal residence.
 - b. I use the Property as a second home.
 - c. I use the Property as rental property.
 - d. I live in one unit of the Property and rent other units.
- C. I have not sold or otherwise transferred ownership of the Property since I signed the Loan Documents and the Property has not been condemned;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for this HomeSaver Forbearance.)
- E. All documents and information I have provided to Servicer pursuant to this Agreement, including the documents and information regarding my eligibility for the HomeSaver Forbearance program, are true and correct; and
- F. All borrowers on the Note, except any deceased borrowers, have signed this Agreement.

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



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2. **The Payment Deferral Agreement.** On or before each of the following due dates, I will pay the Servicer the amount set forth below ("Deferral Period Payment").

Deferral Period Payment No.	Deferral Period Payment	Due Date On or Before
1	\$1,510.38	7/19/2009
2	\$1,510.38	9/1/2009
3	\$1,510.38	10/1/2009
4	\$1,510.38	11/1/2009
5	\$1,510.38	12/1/2009
6	\$1,510.38	1/1/2010

During the period (the "Deferral Period") commencing on the date of this Agreement and ending on the earlier of: (i) 6 months from the execution date by Servicer; (ii) execution of an agreement with Servicer for another resolution of my default under my Loan Documents, for example, a modification, pre-foreclosure sale or deed in lieu of foreclosure; or (iii) my default under the terms of this Agreement.

I understand and acknowledge that:

- A. **Foreclosure Activity.** The Servicer will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Agreement. If this Agreement terminates, however, then any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by Applicable Law.
- B. **Application of Payments.** The Servicer will hold the payments received during the Deferral Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my Loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Servicer and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full. Upon termination of this Agreement, if I have not entered into another agreement with Servicer to cure or otherwise resolve my default under the Loan Document or reinstated my Loan in full, the Servicer will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Agreement and not yet applied to my Loan as described above shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me.
- C. **Additional Assistance.** During the Deferral Period, Servicer will review my Loan to determine whether additional default resolution assistance can be offered to me. At the end of the Deferral Period either (1) I will be required to recommence my regularly scheduled payments and to make additional payment(s), on terms to be determined by Servicer, until all past due amounts owed under the Loan documents have been paid in full; (2) I will be required to reinstate my Loan in full; (3) Servicer will offer to modify my Loan; (4) Servicer will offer me some other form of payment assistance or alternative to foreclosure, on terms to be determined solely by Servicer with the approval of the investors or insurers on my Loan; or (5) if no feasible alternative can be identified, Servicer may commence or continue foreclosure proceedings or exercise other rights and remedies provided Servicer under the Loan Documents.
- D. **No Modification.** I understand that the Agreement is not a forgiveness of payments on my Loan or a modification of the Loan Documents. I further understand and agree that the Servicer is not obligated or bound to make any modification of the Loan Documents or provide any other alternative resolution of my default under the Loan Documents.
- E. **Late Charges.** Unless otherwise expressly prohibited by Applicable Law, late charges will be assessed against me until the Deferred Payments have been paid in full and my Loan is brought completely current under my Loan documents, even if I make timely payments in accordance with this Agreement.



- F. **Bankruptcy:** If, before all past due amounts are paid, I or any party with an interest in the real property which secures my Loan become subject to a proceeding in bankruptcy, or if my Loan otherwise is subject to protection under bankruptcy laws, I hereby acknowledge and agree that (1) any continued workout assistance will need to be addressed in the context of the Bankruptcy proceedings, (2) unless expressly prohibited by Applicable Law, Servicer, at its option, may terminate this Agreement immediately and automatically, and (3) to the extent allowed by Applicable Law, Servicer shall be entitled to immediate and automatic relief from the bankruptcy stay upon my breach of any term or condition of this Agreement, or upon Servicer's termination of this Agreement.
- G. **Credit Reporting:** The status of my Loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, for the duration of this Agreement and thereafter, Servicer will report my Loan as delinquent if my Loan is not completely current under my Loan Documents, even if I make timely payments to Servicer in accordance with this Agreement, if any. This Agreement does not constitute an agreement by Servicer to waive any reporting of the delinquency status of my Loan payments.
- H. **Property Taxes and Insurance:** If Servicer does not maintain an impound account with respect to my Loan, it is my responsibility to timely pay all property taxes and premiums for insurance due, as required in my Loan Documents. If Servicer does maintain an impound account with respect to my Loan, I agree during the Deferred Payment Period to forward to Servicer the amounts required to permit the impound account to contain a sufficient balance so that payments for property taxes and insurance may be timely. My failure to timely pay property taxes or insurance, if there is no impound account, or to forward to Servicer sufficient funds so that such payment may be timely made from my impound account, shall constitute an event of default, and, at Servicer's option, this Agreement shall terminate immediately and automatically without further notice to me.
- I. **Waiver:** Any forbearance by Servicer in exercising any right or remedy under this Agreement or as otherwise afforded by Applicable Law shall not be a waiver or preclude the exercise of that or any other right or remedy. For example, if Servicer decides to accept a partial or untimely payment from me instead of terminating this Agreement as provided herein, Servicer shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, and commencing or continuing, as the case may be, foreclosure proceedings or taking any other action permitted by law.
- J. **Miscellaneous Provisions:** The invalidity of any portion of this Agreement shall in no way affect the balance thereof. Each covenant set forth in this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, successors, assigns, attorneys, agents, employees, representatives (past and present) and each of them. This Agreement shall be governed by CA law, without giving effect to principles of conflicts of law. TIME IS OF THE ESSENCE under this Agreement;
3. **Acknowledgement.** I acknowledge that all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Servicer and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.

The Servicer and I have executed this Agreement.

BAC Home Loans Servicing, LP

By: _____

Date

Date

Date



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